

**Memorandum of Agreement
By and Between
King County
and
Washington State Nurses Association - Staff Nurses and Supervisors and Managers
Departments: Public Health,
Adult and Juvenile Detention (Juvenile Detention)**

**Subject: Update to terms in WSNA collective bargaining agreements with duration
1/1/2021 through 12/31/2022**

Introduction

The County and WSNA (Parties) have agreed to memorialize mutually agreed upon changes and clarifications to the Parties collective bargaining agreements as described below. These changes will apply to the collective bargaining agreements (CBA) that expire on December 31, 2022, effective after all Parties have signed this Agreement.

Agreement

1. The Parties agree the below CBA excerpts and modifications indicated by redline to the collective bargaining agreements (dated January 1, 2021 through December 31, 2022), accurately represent the agreed upon changes that will take effect upon all Parties signing this Agreement.
2. The changes to Article 30 and Article 12 apply to both WSNA Supervisor and WSNA Staff CBA. Change to Article 8 and Article 15 only apply to the WSNA Staff CBA.

ARTICLE 30: GRIEVANCE PROCEDURE

STEP 3. Office of Labor Relations. If the decision at Step 2 has not satisfactorily resolved the grievance, the Association may submit the grievance in writing to the Office of Labor Relations Director and designated Labor Negotiator assigned to this Agreement. The written grievance shall include the required information in [Section 30.2]. Every effort will be made to schedule this meeting within (25) calendar days of the receipt of the written grievance by the Negotiator. If the Association invites a grievant to attend the meeting, the meeting should be held during the employee's regular working hours. The Negotiator, after investigation and appropriate consultation with management stakeholders, shall make a written decision available to the Association representative within (15) calendar days after the Step 3 hearing. If the response is sent via email, a "delivery receipt" will be added to the County email. If the grievance is not pursued to the next higher level (Arbitration) within (60) calendar days from the Association's receipt of the Step 3 written decision or as described below in Step 4, it shall be presumed resolved.

Washington State Nurses Association - Staff Nurses – Departments: Public Health, Adult and Juvenile Detention (Juvenile Division) [310]

*Washington State Nurses Association - Supervisors and Managers – Department of Public Health [320]
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STEP 4. Mediation and/or Arbitration. Should the decision of the Negotiator not resolve the grievance at Step 3, the parties, prior to submitting a dispute to arbitration, may agree to select a neutral third party to serve as mediator. This agreement shall be reached within (30) calendar days of receipt of the Step 3 response by the Association. If such agreement cannot be reached, the Association may request arbitration within (60) calendar days of receipt of the Step 3 decision. If mediation is undertaken and is not successful, the Association may request arbitration within (30) calendar days if either the County or the Association declares impasse at mediation. The arbitration request shall be submitted in writing to the Director of the Office of Labor Relations and the Negotiator.

ARTICLE 12: PROBATION, PERFORMANCE, AND DISCIPLINE

Section 12.1

Employee Probation. Employees hired into a career service eligible position must first serve a (6) month probationary period prior to becoming career service, which may be extended for an additional (6) months by the County (12 months total). During a probationary term, employees are considered in an “at-will” employment status and may be separated without just cause. Probationary terminations are not subject to the grievance procedure or appeal.

If the County extends an employee’s probation, the employee will receive a written notice about the extension, the reason(s) for the extension, and its duration in a timely manner. The County will also provide the Association with a copy of the probation extension for informational purposes.

A probationary employee, regardless of what step they are placed on, will advance (1) step upon successful completion of their probationary term, not to exceed the top step of the applicable wage range.

APPLICABLE TO WSNA STAFF CBA ONLY**ARTICLE 8: LICENSURE AND COMPLIANCE REQUIREMENTS**

Section 8.2 License Fees. The County shall pay for the cost of the following license fees for career service employees, and for term-limited temporary employees that have been employed by the County for at least (1) year.

- Renewal for Registered Nurse License;
- Renewal for Licensed Practical Nurse License;
- Renewal for ARNP license; and,

Application and renewal fees of state authorized prescriptive authority.


ARTICLE 15: HOLIDAYS

Section 15.2 JHS Staff (inclusive of CFJC). Jail Health Services and CFJC staff, other than those scheduled to work Mondays through Fridays, observe holidays on the actual calendar day as provided above to begin at the start of night shift (e.g., 10:15 p.m. at KCCF) on the day preceding the calendar holiday and ending at the beginning of night shift (e.g., 10:15 p.m. at KCCF) on the day of the holiday (See also Applicable Shift Time Table in Section 6.6). A comprehensive leave eligible employee shall receive Holiday Pay Premium pursuant to Section 15.6 below if four (4) or more hours of the shift fall within the above time periods.

In addition, when a holiday falls on an employee's regularly scheduled day off, the employee may choose to have the eight (8) straight time hours deposited in the employee's vacation bank. When a holiday falls on an employee's regularly scheduled workday, the employee may choose to work the holiday at straight time and have the eight (8) straight time hours deposited in the employee's vacation bank. If neither of the above options is chosen by the employee, Section 15.6 of the Agreement applies.

3. The Parties acknowledge they have reviewed this Agreement and agree to its terms by signing below.

For the Washington State Nurses Association – Staff Nurses:

<p>DocuSigned by:  <small>FF5624004F84426...</small></p>	<p>11/8/2021</p>
<p>Michelle Moore BSN, RN, Nurse Representative</p>	<p>Date</p>

Washington State Nurses Association - Staff Nurses – Departments: Public Health, Adult and Juvenile Detention (Juvenile Division) [310]

Washington State Nurses Association - Supervisors and Managers – Department of Public Health [320]
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For the Washington State Nurses Association – Supervisor Nurses:

DocuSigned by:

Bret Percival

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Bret Percival BSN, RN, Nurse Representative

11/8/2021

Date

For King County:

DocuSigned by:

Andre Chevalier

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Andre Chevalier, Labor Relations Negotiator
Office of Labor Relations, King County Executive Office

11/9/2021

Date

*Washington State Nurses Association - Staff Nurses – Departments: Public Health, Adult and Juvenile Detention
(Juvenile Division) [310]*

*Washington State Nurses Association - Supervisors and Managers – Department of Public Health [320]
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Page 4

Certificate Of Completion

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Subject: Please DocuSign: 310&320U0521.docx

Source Envelope:

Document Pages: 4

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Andrea Larson

AutoNav: Enabled

11943 Sunset Hills Rd

Enveloped Stamping: Enabled

Reston, VA 20190

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

andlarson@kingcounty.gov

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andlarson@kingcounty.gov

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Office-Office of Labor Relations

Signer Events

Michelle Moore

mmoore@wsna.org

Security Level: Email, Account Authentication
(None)**Signature**

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Signature Adoption: Pre-selected Style

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Signed using mobile

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Signed: 11/8/2021 4:30:17 PM

Electronic Record and Signature Disclosure:

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Bret Percival

bpercival@wsna.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 11/8/2021 4:31:18 PM

ID: 0520b07e-f14b-4617-9366-1408861d9d94

Andre Chevalier

andre.chevalier@kingcounty.gov

Labor Relations Negotiator

King County Executive Department-OLR

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/5/2021 4:17:16 PM
Certified Delivered	Security Checked	11/9/2021 8:06:48 AM
Signing Complete	Security Checked	11/9/2021 8:06:58 AM
Completed	Security Checked	11/9/2021 8:06:58 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County Sub Account - Office of Labor Relations (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County Sub Account - Office of Labor Relations:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bmcconnaughey@kingcounty.gov

To advise King County Sub Account - Office of Labor Relations of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bmcconnaughey@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County Sub Account - Office of Labor Relations

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County Sub Account - Office of Labor Relations

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.